

Amendment 239 Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 239 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 22nd day of April, 2013, by and between Vix Technology (USA) Inc. (formerly known as ERG Transit Systems (USA) Inc), a California corporation and wholly owned subsidiary of Vix Mobility Pty Ltd, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.

The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor for the work necessary to update the content on the Cardholder Website (CHW) per the Agencies' directives. The work for which compensation is allowed is labor hours in excess of the standard monthly "no cost" hours allotment for the month of April 2013. This work is more fully described in Change Request CR-072868 *MWU 2013 - 04 v3.0*.

- B. The Parties agree that the Work necessary to update the CHW will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

The Contractor will perform the work necessary to develop, test and implement modifications to the ORCA CHW website as directed by the Agencies per the detailed requirements as described in the referenced Change Request. Such work will include the following:

- 1.1 The Contractor will update static text on the CHW per the Agencies' directives found in CR-072868.

Section 2.0 Schedule:

- 2.1 The work described in Section 1.0 will be completed with Maintenance Release 21

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 3.0 Compensation Changes

3.1 Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

Amendment No. 239

The Contractor will perform the work necessary to update the CHW and be compensated for the additional labor required.	
TOTAL	\$957

Section 4.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment Two Hundred and Thirty-nine shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

Vix Technology (USA) Inc.

By: [Signature]
Its: General Mgr.
Date: 4/18/13

The Agencies

By: Candace Carlson
Their: Operations Manager
On behalf of the Agencies
Date: April 22, 2013